

**UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF MASSACHUSETTS**

COMPLAINT

CARMELA BINGHAM (“Plaintiff”), by her attorneys, KIMMEL & SILVERMAN, P.C., alleges the following against CREDIT COLLECTION SERVICES, INC. (“Defendant”):

INTRODUCTION

1. Plaintiff's Complaint is based on the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* ("FDCPA").

JURISDICTION AND VENUE

2. Jurisdiction of this court arises pursuant to 15 U.S.C. § 1692k(d), which states that such actions may be brought and heard before “any appropriate United States district court without regard to the amount in controversy,” and 28

U.S.C. § 1331 grants this court original jurisdiction of all civil actions arising under the laws of the United States.

3. Defendant's principal office is located in the Commonwealth of Massachusetts and therefore, personal jurisdiction is established.

4. Venue is proper pursuant to 28 U.S.C. §§ 1391(b)(1) and 1391(b)(2).

PARTIES

5. Plaintiff is a natural person residing in Philadelphia, Pennsylvania
19143.

6. Plaintiff is a “consumer” as that term is defined by 15 U.S.C. § 1692a(3).

7. In the alternative, Plaintiff is a person granted a cause of action under the FDCPA. See 15 U.S.C. § 1692k(a) and Wenrich v. Cole, 2000 U.S. Dist. LEXIS 18687 (E.D. Pa. December 22, 2000).

8. Defendant is a debt collection company with its corporate office located at 2 Wells Avenue, Department 9133, Newton, Massachusetts 02459.

9. Defendant is a “debt collector” as that term is defined by 15 U.S.C. § 1692a(6), and sought to collect a consumer debt from Plaintiff.

10. Defendant acted through its agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers.

FACTUAL ALLEGATIONS

11. At all relevant times, Defendant was attempting to collect an alleged consumer debt from Plaintiff.

12. The alleged debt Defendant was attempting to collect, an unpaid Comcast Cable bill, arose out of transactions, which were primarily for personal, family, or household purposes.

13. Plaintiff disputes the alleged debt that Defendant is attempting to collect.

14. By way of background, Plaintiff had been a subscriber of Comcast, and sought to add an additional service.

15. After ordering the service, but before any equipment was delivered, Plaintiff cancelled the Comcast service.

16. Sometime later, Plaintiff began receiving bills for this additional service.

17. Plaintiff contacted Comcast and was advised that its records did not show any equipment having been delivered and/or any service installed.

18. Comcast informed Plaintiff it was a mistake, to disregard the bills, and that it would correct its records.

19. Plaintiff did not receive any further bills from Comcast.

20. Despite that there was no debt owed, beginning in or around

1 November 2013, Defendant contacted Plaintiff, both in writing and on her cellular
2 telephone, in its attempts to collect an alleged debt.

3 21. When calling Plaintiff, Defendant would call, at times, more than
4 once a day.

5 22. For example, on November 26, 2013, Defendant called Plaintiff at
6 3:21 p.m. and 3:38 p.m.

7 23. Also, on or after November 21, 2013, Defendant sent Plaintiff a letter
8 threatening that “adverse credit information is scheduled to be reported to a credit
9 bureau(s).” See Exhibit A, Defendant’s November 21, 2013, letter.

10 24. Nowhere in its correspondence to Plaintiff does Defendant inform
11 Plaintiff that it would notify the credit reporting bureaus that the debt was
12 disputed, and upon information and belief, Defendant did not intend notify the
13 credit reporting bureaus that the debt was disputed, although Defendant knew or
14 should have known that Plaintiff did not owe a debt and/or disputed the debt, as
15 she had contacted Comcast about the alleged debt and they informed her that no
16 debt was owed. See Exhibit A.

17 25. Because she did not owe the debt and did not want this to adversely
18 affect her credit, on or about December 3, 2014, Plaintiff spoke with Defendant
19 regarding the alleged debt.

20 26. Defendant demanded payment of the alleged debt.

1 27. Plaintiff informed Defendant that she disputed owing the debt and
2 why she disputed owing the alleged debt.
3

4 28. In response, Defendant threatened to continue calling Plaintiff until
5 she paid the alleged debt.
6

7 29. Upon information and belief, Defendant possessed no documentation
8 validating the alleged debt.
9

10 30. Finally, within five (5) days of its initial communication with
11 Plaintiff, Defendant failed to send Plaintiff written notification of her rights to
dispute the debt and/or request verification of the debt.
12

13 31. Defendant's actions as described herein were made with the intent to
14 harass, abuse, deceive, and upset Plaintiff.
15

**DEFENDANT VIOLATED
THE FAIR DEBT COLLECTION PRACTICES ACT**

COUNT I

18 24. Defendant's conduct, as detailed in the preceding paragraphs, violated
19 15 U.S.C. § 1692d.
20

21 a. A debt collector violates § 1692d of the FDCPA by engaging in
22 conduct the natural consequence of which is to harass, oppress,
23 or abuse any person in connection with the collection of a debt.
24

25 b. Here, Defendant violated § 1692d of the FDCPA by calling
- 5 -

1 Plaintiff on her cellular telephone, at times, multiple times a
2 day in an attempt to collect a debt which Plaintiff does not owe
3 as well as threatening to continue contacting her about a debt
4 she did not owe.

6 **COUNT II**

7 25. Defendant's conduct, as detailed in the preceding paragraphs, violated
8 15 U.S.C. §§ 1692e, 1692e(2)(A), 1692e(8) and 1692e(10).

- 10 a. A debt collector violates § 1692e of the FDCPA by using any
11 false, deceptive, or misleading representation or means in
12 connection with the collection of any debt.
- 14 b. A debt collector violates § 1692e(2)(A) of the FDCPA by
15 falsely representing the character, amount or legal status of any
16 debt.
- 18 c. A debt collector violates § 1692e(8) of the FDCPA by
19 communicating or threatening to communicate to any person
20 credit information which is known or which should be known
21 to be false, including the failure to communicate that a disputed
22 debt is disputed.
- 24 d. Section 1692e(10) of the FDCPA prohibits debt collectors from
25 using any false representations or deceptive means to collect or

1 attempt to collect any debt or to obtain information concerning
2 a consumer.

3 e. Here, Defendant violated §§ 1692e, 1692e(2)(A), 1692e(8) and
4 1692e(10) of the FDCPA by threatening to report to a credit
5 agency that she owed a debt, when no debt was owed and/or not
6 disclosing that the debt was disputed, as well as falsely
7 claiming she owed a debt when no debt was owed.
8

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COUNT III

10 26. Defendant's conduct, as detailed in the preceding paragraphs, violated
11 15 U.S.C. §§ 1692f and 1692f(1).

12 a. A debt collector violates § 1692f of the FDCPA by using unfair
13 or unconscionable means to collect or attempt to collect any
14 debt.

15 b. A debt collector violates § 1692f(1) of the FDCPA by
16 collecting an amount (including any interest, fee, charge, or
17 expense incidental to the principal obligation) unless such
18 amount is expressly authorized by the agreement creating the
19 debt or permitted by law.

20 c. Here, Defendant violated §§ 1692f and 1692f(1) of the FDCPA
21 by failing to investigate Plaintiff's dispute of the debt, as well

1 as attempting to collect an amount that Plaintiff did not owe,
2 and continuing to call her about a debt she did not owe.
3

4 **COUNT IV**

5 27. Defendant's conduct, as detailed in the preceding paragraphs, violated
6 15 U.S.C. § 1692g.

7 a. A debt collector violates § 1692g(a) of the FDCPA by failing to
8 send to the consumer, within five days after its initial
9 communication with a consumer in connection with the
10 collection of a debt, a written notice containing: (1) the amount
11 of the debt; (2) the name of the creditor to whom the debt is
12 owed; (3) a statement that unless the consumer, within thirty
13 days after receipt of the notice, disputes the validity of the debt,
14 or any portion thereof, the debt will be assumed to be valid by
15 the debt collector; (4) a statement that if the consumer notifies
16 the debt collector in writing within the thirty-day period that the
17 debt, or any portion thereof, is disputed, the debt collector will
18 obtain verification of the debt or a copy of a judgment against
19 the consumer and a copy of such verification or judgment will
20 be mailed to the consumer by the debt collector; and (5) a
21 statement that, upon the consumer's written request within the
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thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

b. Here, Defendant violated § 1692g of the FDCPA by failing to send written notification, within five (5) days after its initial communication with Plaintiff, advising Plaintiff of her rights to dispute the debt or request verification of the debt or providing her with the name of the original creditor and the amount of the debt.

WHEREFORE, Plaintiff, CARMELA BINGHAM, respectfully prays for a judgment as follows:

- a. All actual damages suffered pursuant to 15 U.S.C. §1692k(a)(1);
- b. Statutory damages of \$1,000.00 for the violation of the FDCPA pursuant to 15 U.S.C. §1692k(a)(2)(A);
- c. All reasonable attorneys' fees, witness fees, court costs and other litigation costs incurred by Plaintiff pursuant to 15 U.S.C. § 1693k(a)(3); and
- d. Any other relief deemed appropriate by this Honorable Court.

DEMAND FOR JURY TRIAL

PLEASE TAKE NOTICE that Plaintiff, CARMELA BINGHAM, demands a jury trial in this case.

RESPECTFULLY SUBMITTED,

Date: August 18, 2014

By: /s/ Craig Thor Kimmel
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